

Acuerdos Bilaterales

Clasificación: 210-2008

Fecha-de Ingreso: 15 de Agosto de 2008

Nombre de Acuerdo: Agreement between the Government of Finland and the General Secretariat of the Organization of American States for Support of International Observation of the first phase of the electoral process for elections in Nicaragua 2001

Partes: SG/OEA & Government of Finland

Referencia: Finland

Fecha de Firma: 26 de junio de 2001

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**AGREEMENT BETWEEN THE GOVERNMENT OF FINLAND AND THE
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN
STATES FOR SUPPORT OF INTERNATIONAL OBSERVATION OF
THE FIRST PHASE OF THE ELECTORAL PROCESS FOR ELECTIONS
IN NICARAGUA 2001.**

ARTICLE 1 THE PARTIES

1.1 The parties to this Agreement are the Government of Finland and the General Secretariat of the Organization of the American States (GS/OAS).

ARTICLE 2 THE PROJECT

2.1 The objective of the project is to establish an international observation mission during the first phase of the election process in Nicaragua.

ARTICLE 3 THE FINNISH CONTRIBUTION

3.1 According to the enclosed budget, the costs of the project are 260 000 USD. Finland shall make available an amount of USD 60 000 (sixty thousand US\$), equivalent to FIM 417 000 (four hundred and seventeen thousand Finnish marks) for the project "INTERNATIONAL OBSERVATION OF THE FIRST PHASE OF THE ELECTORAL PROCESS FOR ELECTIONS IN NICARAGUA 2001."

ARTICLE 4 DISBURSEMENT

4.1 Disbursements of contribution shall only be made against a requisition. Santiago Murray, Chief of Mission, is authorized to sign the requisition on behalf of GS/OAS.

4.2 The requisition shall contain the following information:

- a. the word "requisition" shall be included in the heading;
- b. the number of the agreement;
- c. the name of the project;
- d. the organization or equivalent making the application, and its address;
- e. the person who is the authorised signatory of the organization and the responsible function in the organization
- f. the requisitioned amount in FIM
- g. the recipient's bank, bank address, account number, account holder, clearing number/sort code, SWIFT-code and currency of the account
- h. the contact person at the Finnish Embassy in Nicaragua (attention: Ms Sirpa Mäenpää, Chargée d' Affaires A.I.)

4.3 The Finnish contribution shall be disbursed as follows:

- a. The Finnish contribution shall be available for disbursement in one instalment upon signature of the Agreement and after the request for payment by GS/OAS.
- b. GS/OAS shall make an interest bearing bank account available for the Finnish contribution.

ARTICLE 5 CONDITIONS FOR THE UTILIZATION OF THE FINNISH CONTRIBUTION

5.1 The Finnish contribution shall be used in accordance with the GS/OAS's application and its budget dated 21 May 2001 (the Application). GS/OAS is responsible for the planning, implementation, follow-up and reporting of the project.

5.2 GS/OAS shall provide information on the use of the Finnish contribution upon request.

5.3 Should circumstances arise which call the feasibility or validity of the project into question, or which induce GS/OAS to make major adjustments to its objectives or if GS/OAS decides to make any important deviation from the presented plan, GS/OAS must obtain Finland's written approval before continuing the project or before implementing such changes.

5.4 Only costs for project activities carried out during the period from 1 May 2001 to 30 September 2001 may be financed by the Finnish contribution.

ARTICLE 6 PLANNING AND FOLLOW UP

6.1 GS/OAS and Finland shall meet to follow up the progress of the project, normally together with the other financiers.

ARTICLE 7 IMPLEMENTATION OF THE PROJECT

7.1 The implementation of the project shall be organized as described in the project document dated 21 May 2001.

ARTICLE 8 REPORTING

8.1 GS/OAS shall furnish Finland with financial and narrative reports as follows.

- a. Financial report:

On expiry of the activity period specified in Article 5, GS/OAS shall furnish Finland with a financial report. The report may be a joint report to all



financiers. This report shall be submitted to the Finnish Embassy in Managua no later than **31 October 2001**.

The final financial report shall be audited by a Chartered Accountant (or Certified Public Accountant if audited in the United States of America) in accordance with internationally accepted audit standards. The accountant shall be external and independent of GS/OAS.

b. Narrative report:

OAS shall furnish Finland with a narrative report on the project. The report shall cover the results obtained and the impact expected. The report may be a joint report to all the financiers.

The report shall cover the activities of the project and summarize to what extent its objectives have been achieved. The report shall be submitted to Finnish Embassy in Managua no later than **31 October 2001**.

ARTICLE 9 GS/OAS' OBLIGATION TO REPAY

9.1 Finland may, if substantial deviation from presented plans and budgets in the application dated 21 May 2001 has occurred, reclaim the disbursed amount, wholly or in part, from GS/OAS.

9.2 If the conditions set out in Article 5 are not fulfilled or fully respected, Finland may reclaim disbursed funds, wholly or in part, from GS/OAS.

ARTICLE 10 ACCRUED INTEREST

10.1 Any balance unspent upon completion of the activity period under this Agreement shall be refunded to Finland unless otherwise agreed by the parties.

10.2 Interests accrued on the Finnish contribution shall be accounted for separately. Interests shall be refunded to Finland at the end of the agreement period unless otherwise agreed by the parties.

ARTICLE 11 DELEGATION OF POWERS

11.1 The Embassy of Finland in Managua, shall be empowered to represent the Government of Finland in matters concerning the implementation of this Agreement.

ARTICLE 12 ENTRY INTO FORCE, MODIFICATION AND TERMINATION

12.1 This Agreement shall enter into force 1 May 2001 and shall remain in force until 31 March 2002, unless terminated earlier by either party.

12.2 Either Party may terminate this Agreement by giving at least three months prior notice to the other; in the case of serious breach of this Agreement alleged by Finland based on reasonable information, Finland may terminate the Agreement immediately, provided that Finland has previously notified GS/OAS in writing of the alleged breach and has attempted to meet in good faith with GS/OAS to resolve the matter.

12.3 In the case of termination by Finland, GS/OAS shall be reimbursed by Finland for any funds irrevocably committed in good faith by GS/OAS to third parties pursuant to this Agreement or other agreements between the Parties before the date of GS/OAS' receipt of the termination notice GS/OAS may deduct that reimbursement from any funds already advanced to GS/OAS by Finland but not otherwise expended, before returning the remainder of those funds advanced by Finland.

12.4 In case of termination the following obligations shall, however, remain in force until they have been fulfilled: Articles 8, 9, 10 and 12.

12.5 This Agreement may be modified by an exchange of letters or other document of amendment signed by the duly authorized representatives of the Parties.

Two originals of the text of this Agreement, written in the English language, have been signed.

Managua 26th June 2001

 Place and date

For the Government of Finland

For the General Secretariat of the
 Organization of American States

Sirpa Mäenpää

 Signature

Santiago Murray

 Signature

Sirpa Mäenpää

 Chargée d' Affaires A.I.

Santiago Murray

 Chief of Mission